

**INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri"), and 3L Communications Missouri, LLC ("CLEC"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, 3L Communications Missouri, LLC ("CLEC") has requested to adopt the Interconnection Agreement by and between AT&T Missouri and the separate CLEC designated in Section 2.4 below for the State of Missouri, which was previously approved by the Missouri Public Service Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Missouri hereby agree as follows:

1. Incorporation of Recitals and Separate Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.
- 1.2 Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

2. Modifications to Separate Agreement

- 2.1 References in the Separate Agreement to "CLEC" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is filed with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on October 30, 2013.

- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to CLEC under this MFN Agreement at the following address:

NOTICE CONTACT	CLEC CONTACT
NAME, TITLE	Patrick Phipps Vice President – External Affairs
STREET ADDRESS	116 West Walnut St.
CITY, STATE, ZIP CODE	Nevada, MO 64772
FACSIMILE NUMBER	866-445-6157
ADDITIONAL NOTICE CONTACT	
NAME, TITLE	Mark Comley – Newman, Comley & Ruth, P.C.
STREET ADDRESS	601 Monroe St.
ROOM OR SUITE	Suite 301, PO Box 537
CITY, STATE, ZIP CODE	Jefferson City, MO 65102
FACSIMILE NUMBER	None

- 2.4 For purposes of its MFN Agreement, CLEC hereby adopts the Separate Agreement between AT&T Missouri and MCImetro Access Transmission Services, LLC ("Separate Agreement"), which was previously approved by the Commission in Case No. IK-2011-0068.

3. Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of any associated appeal and/or further government review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.
- 3.2 It is AT&T Missouri's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

3L Communications Missouri, LLC

Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Services, Inc., Its authorized agent

Signature: Patrick L. Phipps

Signature: Patrick Doherty

Print Name: Patrick L. Phipps

Print Name: Patrick Doherty

Title: Vice President - External Affairs

Title: Director - Regulatory

Date: 2/20/12

Date: 2-23-12